

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

AMY GOODMAN, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. 10-1966 (SRN/AJB)
	)	
CITY OF ST. PAUL, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

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STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

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It is hereby stipulated by and between the undersigned plaintiffs Amy Goodman, Nicole Salazar and Sharif Abdel Kouddous (meaning any person, other than the defendant, signing this agreement, whether or not a party to this civil action), and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay the sum of ten thousand dollars (\$10,000), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiffs or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire

against the United States of America, and/or its former or current agents, servants, and employees.

3. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation for Compromise Settlement in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiffs and their guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, and/or its former or current agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This Stipulation for Compromise Settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, and/or its former or current agents, servants, or employees, and it is specifically denied that they are liable to the plaintiffs. This settlement is entered into by all parties for the purpose of

compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

7. The persons signing this Stipulation for Compromise Settlement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the plaintiffs must obtain Court approval of the settlement at their expense. Plaintiffs agree to obtain any such approval in a timely manner: time being of the essence. Plaintiffs further agree that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiffs fail to obtain such Court approval if required, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the settlement amount will be made by check drawn on the Treasury of the United States for ten thousand dollars (\$10,000) and made payable to the attorney trust account of Albert Goins, Esquire. The check will be mailed to plaintiffs' attorney at the following address: Goins Law Offices, Attorneys at Law, 301 Fourth Avenue South, Suite 378N, Minneapolis, MN 55415. Plaintiffs' attorney agrees to distribute the settlement proceeds


among the plaintiffs, and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation for Compromise Settlement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Dated: 1/24/12

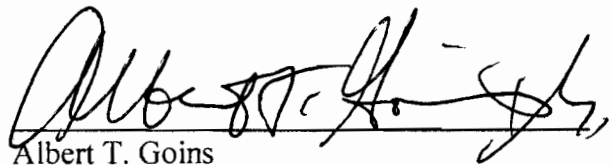
B. TODD JONES  
United States Attorney



BY: DAVID W. FULLER  
Assistant U.S. Attorney  
Attorney ID Number 390922  
600 U.S. Courthouse  
300 South Fourth Street  
Minneapolis, MN 55415  
(612) 664-5600

*Attorneys for Federal Defendants*

Dated: 1/20/2012



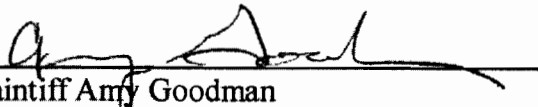
Albert T. Goins  
Attorney ID Number: 0126159  
Goins Law Offices, Ltd.  
301 4th Ave Ste 378  
Grain Exchange Building  
Minneapolis, MN 55415  
(612) 339-3848

*Attorney for Plaintiffs*

Signature Page

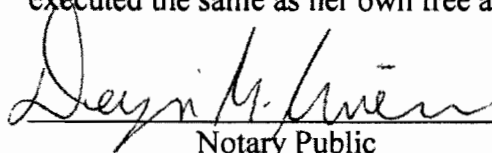
Stipulation for Compromise Settlement and Release

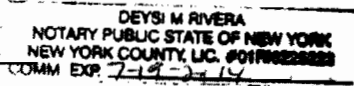
Dated: January 12, 2012

  
Plaintiff Amy Goodman  
SSN:

STATE OF New York)  
:SS  
COUNTY OF New York)

On this 12 day of January, 2011, before me personally appeared, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.

  
Notary Public  
(STAMP AND/OR SEAL)



Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Nicole Salazar  
SSN:

STATE OF \_\_\_\_\_)  
:SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.

\_\_\_\_\_  
Notary Public  
(STAMP AND/OR SEAL)

Signature Page  
Stipulation for Compromise Settlement and Release

Dated: \_\_\_\_\_

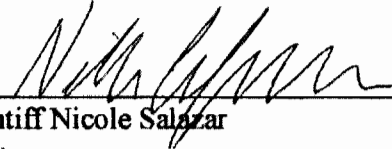
\_\_\_\_\_  
Plaintiff Amy Goodman  
SSN: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared , to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.


\_\_\_\_\_  
Notary Public  
(STAMP AND/OR SEAL)

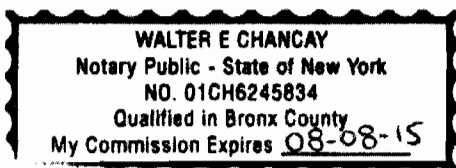
Dated: JANUARY 6, 2012

  
Plaintiff Nicole Salazar  
SSN: \_\_\_\_\_

STATE OF NEW YORK )  
:SS  
COUNTY OF BRONX )

On this 6 day of JANUARY, 2011, before me personally appeared , to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.

  
Notary Public  
(STAMP AND/OR SEAL)





Signature Page  
Stipulation for Compromise Settlement and Release

Dated: Jan. 16, 2012

[Signature]  
Plaintiff Sharif Abdel Kouddous  
SSN:

STATE OF Cairo )  
COUNTY OF Egypt )<sup>SS</sup>

On this 16 day of January, 2012, before me personally appeared, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.

Fadel Fawzy  
Notary Public  
(STAMP AND/OR SEAL)

